

EXHIBIT A

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Shaun Setareh (SBN 200514) SETAREH LAW GROUP 9454 Wilshire Boulevard, Suite 907 Beverly Hills, California 90212 TELEPHONE NO: (310) 888-7771 FAX NO: (310) 888-0109 ATTORNEY FOR (Name): Julien Poinsignon		FOR COURT USE ONLY FILED SAN MATEO COUNTY AUG 25 2017 Superior Court DEPUTY CLERK
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Mateo STREET ADDRESS: 400 County Center MAILING ADDRESS: CITY AND ZIP CODE: Redwood City, California 94063 BRANCH NAME: Southern Branch		
CASE NAME: Julien Poinsignon v. Imperva, Inc., et al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000)	<input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	
Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		CASE NUMBER: 17CIV03879 JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check **one** box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. ☒ Large number of separately represented parties d. ☒ Large number of witnesses
- b. ☒ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☒ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- c. ☒ Substantial amount of documentary evidence f. ☒ Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): Five (5)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

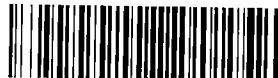
Date: July 19, 2017
 Shaun Setareh, Esq.

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be

CIVIL CASE COVER SHEET

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you **must** complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

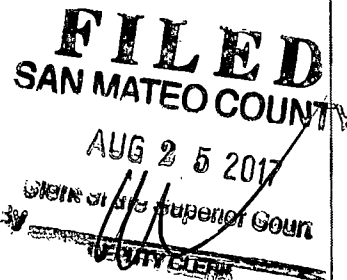
RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition

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11 JULIEN POINSIGNON



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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO, SOUTHERN BRANCH
UNLIMITED JURISDICTION

JULIEN POINSIGNON, on behalf of himself,
all others similarly situated,

Plaintiff,

vs.

IMPERVA, INC., a Delaware corporation;
INSPIRITY PEO SERVICES, L.P., a Delaware
limited partnership; and DOES 1 through 100,
inclusive,

Defendants.

Case No.:

17CIV03879

CLASS ACTION

COMPLAINT FOR:

1. Violation of 15 U.S.C. §§ 1681b(b)(2)(A) (Fair Credit Reporting Act);
2. Violation of 15 U.S.C. §§ 1681d(a)(1) and 1681g(c) (Fair Credit Reporting Act);
3. Violation of California Civil Code § 1786 *et seq.* (Investigative Consumer Reporting Agencies Act)
4. Violation of California Civil Code § 1785 *et seq.* (Consumer Credit Reporting Agencies Act)
5. Unfair Competition (Bus. & Prof. Code §§ 17200, *et seq.*);

JURY TRIAL DEMANDED

17-CIV-03879
CMP
Complaint
677993



COMES NOW, Plaintiff JULIEN POINSIGNON (hereafter "PLAINTIFF"), on behalf of himself, all others similarly situated, complains and alleges as follows:

INTRODUCTION

1. PLAINTIFF brings this class action against defendant IMPERVA, INC., a Delaware corporation; INSPERITY PEO SERVICES, L.P., a Delaware limited partnership; and DOES 1 through 100, inclusively (collectively referred to as "DEFENDANTS") for alleged violations of the Fair Credit Reporting Act ("FCRA") and similar California laws.

2. PLAINTIFF alleges that DEFENDANTS routinely acquire consumer, investigative consumer and/or consumer credit reports (referred to collectively as "credit and background reports") to conduct background checks on PLAINTIFF and other prospective, current and former employees and use information from credit and background reports in connection with their hiring process without providing proper disclosures and obtaining proper authorization in compliance with the law.

3. PLAINTIFF, individually and on behalf of all others similarly situated current, former, and prospective employees, seeks compensatory and punitive damages due to DEFENDANTS' systematic and willful violations of the FCRA, 15 U.S.C. §§ 1681 *et seq.*, the California Investigative Consumer Reporting Agencies Act ("ICRAA") (Cal. Civ. Code § 1786, *et seq.*), and the California Consumer Credit Reporting Agencies Act ("CCRAA") (Cal. Civ. Code § 1785, *et seq.*).

PARTIES

4. PLAINTIFF was employed by DEFENDANTS as an hourly, non-exempt employee working in the State of California from approximately November 9, 2015 through January 24, 2017.

5. Defendant IMPERVA, INC. ("IMPERVA") is a corporation organized and existing under the laws of Delaware and operates in the State of California.

6. Defendant INSPERITY PEO SERVICES, L.P. ("INSPERITY") is a limited partnership organized and existing under the laws of Delaware and operates in the State of California.

7. PLAINTIFF is ignorant of the true names, capacities, relationships, and extent of participation in the conduct alleged herein, of the defendants sued as DOES 1 through 100, inclusive, but is informed and believes and thereon alleges that said defendants are legally responsible for the wrongful conduct alleged herein and therefore sues these defendants by such fictitious names. PLAINTIFF will amend the Complaint to allege the true names and capacities of the DOE defendants when ascertained.

8. PLAINTIFF is informed and believes and thereon alleges that, at all relevant times herein, all DEFENDANTS were the agents, employees and/or servants, masters or employers of the remaining DEFENDANTS, and in doing the things hereinafter alleged, were acting within the course and scope of such agency or employment, and with the approval and ratification of each of the other DEFENDANTS.

9. PLAINTIFF alleges that each and every one of the acts and omissions alleged herein were performed by, and/or attributable to, all DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control of each of the other DEFENDANTS, and that said acts and failures to act were within the course and scope of said agency, employment and/or direction and control.

CLASS ALLEGATIONS

10. This action has been brought and may be maintained as a class action pursuant to California Code of Civil Procedure § 382 because there is a well-defined community of interest among the persons who comprise the readily ascertainable classes defined below and because PLAINTIFF is unaware of any difficulties likely to be encountered in managing this case as a class action.

11. **Class Definitions:** The classes are defined as follows:

A. **FCRA Class:** All of DEFENDANTS' and/or any staffing agencies' and/or any third party parties' current, former and prospective applicants for employment in the United States who applied for a job with DEFENDANTS at any time during the period for which a background check was performed beginning five years prior to the filing of this action and ending on the date that final judgment is entered in this action.

1. B. **ICRAA Class:** All of DEFENDANTS' and/or any staffing agencies'
 2 and/or any third party parties' current, former, and prospective applicants for employment in
 3 California, at any time during the period beginning five years prior to the filing of this action
 4 and ending on the date that final judgment is entered into this action.

5 C. **CCRAA Class:** All of DEFENDANTS' and/or any staffing agencies'
 6 and/or any third party parties' current, former, and prospective applicants for employment in
 7 California, at any time during the period beginning seven years prior to the filing of this action
 8 and ending on the date that final judgment is entered in this action.

9 12. **Reservation of Rights:** Pursuant to Rule of Court 3.765(b), PLAINTIFF
 10 reserves the right to amend or modify the class definitions with greater specificity, by further
 11 division into subclasses and/or by limitation to particular issues.

12 13. **Numerosity:** The class members are so numerous that the individual joinder of
 13 each individual class member is impractical. While PLAINTIFF does not currently know the
 14 exact number of class members, PLAINTIFF is informed and believes that the actual number
 15 exceeds the minimum required for numerosity under California law.

16 14. **Commonality and Predominance:** Common questions of law and fact exist as
 17 to all class members and predominate over any questions which affect only individual class
 18 members. These questions include, but are not limited to:

- 19 A. Whether DEFENDANTS failed to comply with the requirements of 15
 20 U.S.C 7001 section 101(c)(1)?
- 21 B. Wherein DEFENDANTS willfully failed to provide the class with stand-
 22 alone written disclosures before obtaining a credit or background report
 23 in compliance with the statutory mandates?
- 24 C. Whether DEFENDANTS willfully failed to identify the name, address,
 25 telephone number, and/or website of the investigative consumer reporting
 26 agency conducting the investigation?
- 27 D. Whether DEFENDANTS willfully failed to identify the source of the
 28 credit report to be performed?

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Clerk of the Superior Court

E. Wherein DEFENDANTS willfully failed to comply with the FCRA, ICRAA and/or the CRAA?

15. **Typicality:** PLAINTIFF'S claims are typical of the other class members' claims. PLAINTIFF is informed and believes and thereon alleges that DEFENDANTS have a policy, practice or a lack of a policy which resulted in DEFENDANTS failing to comply with the FCRA, ICRAA, and CCRAA as alleged herein.

16. **Adequacy of Class Representative:** PLAINTIFF is an adequate class representative in that she has no interests that are adverse to, or otherwise in conflict with, the interests of absent class members. PLAINTIFF is dedicated to vigorously prosecuting this action on behalf of class members. PLAINTIFF will fairly and adequately represent and protect the interests of class members.

17. **Adequacy of Class Counsel:** PLAINTIFF'S counsel are adequate class counsel in that they have no known conflicts of interest with PLAINTIFF or absent class members, are experienced in class action litigation and are dedicated to vigorously prosecuting this action on behalf of PLAINTIFF and absent class members.

18. **Superiority:** A class action is vastly superior to other available means for fair and efficient adjudication of class members' claims and would be beneficial to the parties and the Court. Class action treatment will allow a number of similarly situated persons to simultaneously and efficiently prosecute their common claims in a single forum without the unnecessary duplication of effort and expense that numerous individual actions would entail. In addition, the monetary amounts due to many individual class members are likely to be relatively small and would thus make it difficult, if not impossible, for individual class members to both seek and obtain relief. Moreover, a class action will serve an important public interest by permitting class members to effectively pursue the recovery of monies owed to them. Further, a class action will prevent the potential for inconsistent or contradictory judgments inherent in individual litigation.

GENERAL ALLEGATIONS COMMON TO ALL CAUSES OF ACTION

19. When PLAINTIFF applied for employment with DEFENDANTS,

1, DEFENDANTS required him to fill out a disclosure and authorization form to perform a
2 background investigation.

3 20. Upon information and belief, PLAINTIFF was provided with a disclosure and
4 authorization form that contained the following (A true and correct copy is attached as Exhibit
5 A.):

6 **DISCLOSURE REGARDING BACKGROUND INVESTIGATION**

7 The Company or Employer indicated below may obtain information about you for
8 employment purposes (including contract or volunteer services) from the
9 following consumer reporting agency: Employment Background Investigations,
10 Inc. (EBI), P.O. Box 629, Owings Mills, MD 21117, 1-800-324-7700. Thus, you
11 may be the subject of a "consumer report" (investigative consumer reports in
12 California) which may include, but not limited to, public record information,
13 employment, education and license verification, etc. In addition, investigative
14 consumer reports, as defined by the federal Fair Credit Reporting Act, may be
15 obtained which are gathered from personal interviews with employers, and other
16 current or past associates, which may include information about your character,
17 general reputation, personal characteristics, and/or mode of living. These reports
18 may be obtained at any time after receipt of your authorization and, if you are
19 hired, throughout your employment.

20 **ACKNOWLEDGMENT AND AUTHORIZATION**

21 I acknowledge receipt of the DISCLOSURE REGARDING BACKGROUND
22 INVESTIGATION and a SUMMARY OF YOUR RIGHTS UNDER THE FAIR
23 CREDIT REPORTING. I hereby authorize the obtaining and furnishing of
24 "consumer reports" and/or "investigative consumer reports" at any time after
25 receipt of this authorization and, if I am hired, throughout my employment. I also
26 authorize Employer to share any consumer reports with companies to which
27 Employer may assign me to work. To this end, I hereby authorize, without
28 reservation, any law enforcement agency, administrator, local, state or federal
agency, institution, school or university (public or private), information service
bureau, employer, or insurance company to furnish any and all background
information (including, but not limited to, driving and/or motor vehicle records,
transcripts, grades and attendance records, employment history, salary
information and references, workers compensation documents, records or reports
in Pennsylvania, from the Industrial Commission of Arizona and in all other
states, drug and alcohol testing results) requested by EBI acting on behalf of
Employer, and/or Employer itself. If and when applicable, I also hereby authorize
any past employers regulated by the U.S. Department of Transportation (49 CFR
Part 40 and/or 49 CFR Part 391), to provide (a) work history information, and (b)
drug and alcohol testing records from the previous three years, to EBI acting on
behalf of Employer, and/or Employer itself. I agree that a facsimile ("fax") or
photographic copy of this Authorization shall be as valid as the original.

25 You have the right, upon written request made within a reasonable time after
26 receipt of this notice, to request disclosure of the nature and scope of any
27 investigative consumer report or consumer report. For complete details pertaining
28 to EBI's privacy practices, including whether your personal information will be
sent outside of the U.S. or its territories, EBI's Privacy Policy can be viewed at
<http://www.ebiinc.com/privacy-policy.html>.

California, Minnesota and Oklahoma applicants or employees only: Please check
the box if you would like to receive a copy of a consumer report if one is obtained

1 by the Company. ☐

2 New York applicants or employees only: By signing below, you also
 3 acknowledge receipt of Article 23-A of the New York Corrections Law.

4 21. The disclosure provided by DEFENDANTS contained extraneous and
 5 superfluous language that does not consist solely of the disclosure as required by federal and
 6 California laws.

7 22. Moreover, the disclosure provided by DEFENDANTS incorporates by reference
 8 a five-page Privacy Policy of a third-party consumer reporting agency and as such does not
 9 consist solely of the disclosure as required by federal and California laws. (A true and correct
 10 copy is attached as Exhibit B.)

11 **FIRST CAUSE OF ACTION**

12 **FAILURE TO MAKE PROPER DISCLOSURE IN VIOLATION OF THE FCRA**

13 **(15 U.S.C. §§ 1681b(b)(2)(A))**

14 **(By Plaintiff and the FCRA Class Against All Defendants)**

15 23. PLAINTIFF incorporates all paragraphs of this Complaint as if fully alleged
 16 herein.

17 24. DEFENDANTS are “persons” as defined by Section 1681a(b) of the FCRA.

18 25. PLAINTIFF and class members are “consumers” within the meaning Section
 19 1681a(c) of the FCRA, because they are “individuals.”

20 26. Section 1681a(d)(1) of the FCRA defines “consumer report” as

21 any oral, or other communication of any information by a consumer
 22 reporting agency bearing on a consumer’s credit worthiness, credit
 23 standing, credit capacity, character, general reputation, personal
 24 characteristics, or mode of living which is used or expected to be used or
 collected in whole or in part for the purpose of serving as a factor in
 establishing the consumer’s eligibility” for employment purposes.

25 Thus a credit and background report qualifies as a consumer report.

26 27. Section 1681a(e) of the FCRA defines “investigative consumer report” as:

27 a consumer report or portion thereof in which information on a consumer's
 28 character, general reputation, personal characteristics, or mode of living is
 obtained through personal interviews with neighbors, friends, or associates
 of the consumer reported on or with whom he is acquainted or who may
 have knowledge concerning any such items of information.

Thus a credit and background report qualifies as an investigative consumer report.

28. Section 1681b(b) of the FCRA provides, in relevant part:

Conditions for furnishing and using consumer reports for employment purposes

(2) Disclosure to consumer

(A) In general

Except as provided in subparagraph (B), a person may not procure a consumer report, or cause a consumer report to be procured, for employment purposes with respect to any consumer, unless—

i. **a clear and conspicuous** disclosure has been made in writing to the consumer at any time before the report is procured or caused to be procured, in a document that **consists solely of the disclosure**, that a consumer report may be obtained for employment purposes; and

ii. the consumer has authorized in writing (which authorization may be made on the document referred to in clause (i)) the procurement of the report by that person. (Emphasis Added).

29. Section 1681b(b)(2)(A)(i) requires that a clear and conspicuous disclosure be made in writing.

30. Because DEFENDANTS' disclosures do not meet the requirement of Section 101(c)(1) of 15 U.S.C. 7001, the disclosures do not satisfy the written requirement.

31. As described above, PLAINTIFF alleges, on information and belief, that in evaluating her and other class members for employment, DEFENDANTS procured or caused to be prepared credit and background reports (i.e., a consumer report and/or investigative consumer report, as defined by 15 U.S.C. § 1681a(d)(1)(B) and 15 U.S.C. § 1681a(e)).

32. The purported disclosures do not meet the requirements under the law because they are embedded with extraneous information, and are not clear and unambiguous disclosures in stand-alone documents.

33. Under the FCRA, it is unlawful to procure or caused to be procured, a consumer report or investigative consumer report for employment purposes unless the disclosure is made in a document that consists solely of the disclosure and the consumer has authorized, in writing, the procurement of the report. 15 U.S.C. § 1681b(b)(2)(A)(i)-(ii). The inclusion of extraneous information, therefore, violates § 1681b(b)(2)(A) of the FCRA.

34. Although the disclosure and the authorization may be combined in a single document, the Federal Trade Commission (“FTC”) has warned that the form should not include any extraneous information or be part of another document. For example, in response to an inquiry as to whether the disclosure may be set forth within an application for employment or whether it must be included in a separate document, the FTC stated:

The disclosure may not be part of an employment application because the language [of 15 U.S.C. § 1681b(b)(2)(A)] is intended to ensure that it appears conspicuously in a document not encumbered by any other information. The reason for requiring that the disclosure be in a stand-alone document is to prevent consumers from being distracted by other information side-by-side within the disclosure.

35. The plain language of the statute also clearly indicates that the inclusion of a liability release in a disclosure form violates the disclosure and authorization requirements of the FCRA, because such a form would not consist “solely” of the disclosure. In fact, the FTC expressly has warned that the FCRA notice may not include extraneous information such as a release. In a 1998 opinion letter, the FTC stated:

[W]e note that your draft disclosure includes a waiver by the consumer of his or her rights under the FCRA. The inclusion of such a waiver in a disclosure form will violate Section 604(b)(2)(A) of the FCRA, which requires that a disclosure consist ‘solely’ of the disclosure that a consumer report may be obtained for employment purposes.

36. In a report dated July 2011, the FTC reiterated that: “the notice [under 15 U.S.C. § 1681b(b)(2)(A)] may not include extraneous or contradictory information, such as a request for a consumer’s waiver of his or her rights under the FCRA.”

37. By including extraneous information, DEFENDANTS willfully disregarded the FTC’s regulatory guidance and violated Section 1681b(b)(2)(A) of the FCRA. Additionally, the inclusion of the extraneous provisions causes the disclosure to fail to be “clear and conspicuous” and “clear and accurate,” and thus violates §§ 1681b(b)(2)(A) and 1681d(a).

38. DEFENDANTS’ conduct in violation of Section 1681b(b)(2)(A) of the FCRA was and is willful. DEFENDANTS acted in deliberate or reckless disregard of their obligations and the rights of applicants and employees, including PLAINTIFF and class members. DEFENDANTS’ willful conduct is reflected by, among other things, the following facts:

(a) DEFENDANTS are a large corporation with access to legal advice;

1 (b) DEFENDANTS required a purported authorization to perform credit and
2 background checks in the process of employing the class members which, although defective,
3 evidences DEFENDANTS' awareness of and willful failure to follow the governing laws
4 concerning such authorizations;

5 (c) The plain language of the statute unambiguously indicates that inclusion
6 of other extraneous information in a disclosure form violates the disclosure and authorization
7 requirements; and

8 39. Based upon the facts likely to have evidentiary support after a reasonable
9 opportunity for further investigation and discovery, PLAINTIFF alleges that DEFENDANTS
10 have a policy and practice of procuring investigative consumer reports or causing investigative
11 consumer reports to be procured for applicants and employees without informing such
12 applicants of their right to request a summary of their rights under the FCRA at the same time as
13 the disclosure explaining that an investigative consumer report may be made. Pursuant to that
14 policy and practice, DEFENDANTS procured investigative consumer reports or caused
15 investigative consumer reports to be procured for PLAINTIFF and class members, as described
16 above, without informing class members of their rights to request a written summary of their
17 rights under the FCRA.

18 40. Accordingly, DEFENDANTS willfully violated and continue to violate the
19 FCRA including, but not limited to, §§ 1681b(b)(2)(A) and 1681d(a). DEFENDANTS' willful
20 conduct is reflected by, among other things, the facts set forth above.

21 41. As a result of DEFENDANTS' illegal procurement of credit and background
22 reports by way of their inadequate disclosures, as set forth above, PLAINTIFF and class
23 members have been injured including, but not limited to, having their privacy and statutory
24 rights invaded in violation of the FCRA.

25 42. PLAINTIFF, on behalf of himself and all class members, seeks all available
26 remedies pursuant to 15 U.S.C. § 1681n, including statutory damages and/or actual damages,
27 punitive damages, injunctive and equitable relief and attorneys' fees and costs.

28 43. In the alternative to PLAINTIFF'S allegation that these violations were willful,

PLAINTIFF alleges that the violations were negligent and seeks the appropriate remedy, if any, under 15 U.S.C. § 1681o, including actual damages and attorneys' fees and costs.

SECOND CAUSE OF ACTION

FAILURE TO GIVE PROPER SUMMARY OF RIGHTS IN VIOLATION OF FCRA

(15 U.S.C. § 1681d(a)(1) and 1681g(c))

(By Plaintiff and the FCRA Class Against All Defendants)

44. PLAINTIFF incorporates all paragraphs of this Complaint as if fully alleged herein.

45. Section 1681d provides:

(a) Disclosure of fact of preparation

A person may not procure or cause to be prepared an investigative consumer report on any consumer unless—

(1) it is *clearly and accurately disclosed* to the consumer that an investigative consumer report including information as to his character, general reputation, personal characteristics, and mode of living, whichever are applicable, may be made, and such disclosure;

(2) is *made in a writing mailed, or otherwise delivered*, to the consumer, not later than three days after the date on which the report was first requested, and

(3) *includes a statement informing the consumer of his right to request the additional disclosures* provided for under subsection (b) of this section *and the written summary of the rights of the consumer prepared pursuant to section 1681g(c)* of this title; (Emphasis Added.)

(4) Subsection (b) of Section 1681d(a)(1) provides:

Any person who procures or causes to be prepared an investigative consumer report on any consumer shall, upon written request made by the consumer within a reasonable period of time after the receipt by him of the disclosure required by subsection (a)(1) of this section (a)(1) of this section, make a *complete and accurate disclosure of the nature and scope of the investigation requested*; (Emphasis Added). This disclosure shall be made in a writing mailed, or otherwise delivered, to the consumer not later than five days after the date on which the request for such disclosure was received from the consumer or such report was first requested, whichever is the later.

46. As alleged previously, because DEFENDANTS' disclosures do not meet the requirement of Section 101(c)(1) of 15 U.S.C. 7001, the disclosures do not satisfy the written requirement.

47. Moreover, even if DEFENDANTS' disclosures are deemed to satisfy Section

101(c)(1), DEFENDANTS did not comply with Section 1681d(a)(1)(b) because the disclosures fail to inform the consumer of the right to have the person who procured the report provide a complete and accurate disclosure of the nature and scope of the investigation requested.

48. Section 1681g(c) further provides summary of rights to obtain and dispute information in consumer reports and to obtain credit scores as:

(A) Commission summary of rights required

The Commission shall prepare a *model summary of the rights* of consumers under this subchapter.

(B) Content of summary

The summary of rights prepared under subparagraph (A) shall include a description of—

- (1) *the right of a consumer to obtain a copy of a consumer report* under subsection (a) of this section from each consumer reporting agency;
- (2) *the frequency and circumstances under which a consumer is entitled to receive a consumer report without charge* under section 1681j of this title;
- (3) the right of a consumer to *dispute information* in the file of the consumer under section 1681i of this title;
- (4) *the right of a consumer to obtain a credit score* from a consumer reporting agency, and a description of how to obtain a credit score;
- (5) *the method by which a consumer can contact, and obtain a consumer report from, a consumer reporting agency without charge*, as provided in the regulations of the Bureau prescribed under section 211(c) of the Fair and Accurate Credit Transactions Act of 2003; and
- (6) the method by which a consumer can contact, and obtain a consumer report from, a consumer reporting agency described in section 1681a(w) of this title, as provided in the regulations of the Bureau prescribed under section 1681j(a)(1)(C) of this title; (Emphasis Added).

49. DEFENDANTS did not comply with 1681g(c)(B)(1) because the disclosure did not state the right of a consumer to obtain a copy of a consumer report from each consumer reporting agency.

50. DEFENDANTS did not comply with 1681g(c)(B)(2) because the disclosure did

not state the frequency and circumstances under which a consumer is entitled to receive a consumer report without charge.

51. DEFENDANTS did not comply with 1681g(c)(B)(3) because the disclosure did not state the right of a consumer to dispute information in the file of the consumer.

52. DEFENDANTS did not comply with 1681g(c)(B)(4) because the disclosure did not state the right of a consumer to obtain a credit score from a consumer reporting agency and a description of how to obtain a credit score.

53. DEFENDANTS did not comply with 1681g(c)(B)(5) because the disclosure did not state the method by which a consumer can contact, and obtain a consumer report from, a consumer reporting agency without charge.

54. DEFENDANTS did not comply with 1681g(c)(B)(6) because the disclosure did not state the method by which a consumer can contact, and obtain a consumer report from, a consumer reporting agency described in section 1681a(w) of this title, as provided in the regulations of the Bureau prescribed under section 1681j(a)(1)(C) of this title; (Emphasis Added).

THIRD CAUSE OF ACTION

FAILURE TO MAKE PROPER DISCLOSURE IN VIOLATION OF ICRAA

(Cal. Civ. Code § 1786 *et seq.*)

(By Plaintiff and the ICRAA Class Against All Defendants)

55. PLAINTIFF incorporates all paragraphs of this Complaint as if fully alleged herein.

56. DEFENDANTS are “persons” as defined by Section 1786.2(a) of the Investigative Consumer Reporting Agencies Act (“ICRAA”).

57. PLAINTIFF and **ICRAA Class** members are “consumers” within the meaning Section 1786.2(b) of the ICRAA, because they are “individuals.”

58. Section 1786.2(c) of the ICRAA defines “investigative consumer report” as:

a consumer report in which information on a consumer's character, general reputation, personal characteristics, or mode of living is obtained through any means.

59. Thus a background checks qualifies as an investigative consumer report under the ICRAA

60. Section 1786.16(a)(2) of the ICRAA provides, in relevant part:

If, at any time, an investigative consumer report is sought for employment purposes...the person seeking the investigative consumer report may procure the report, or cause the report to be made, only if all of the following apply:

(B) The person procuring or causing the report to be made provides a ***clear and conspicuous*** disclosure in writing to the consumer at any time before the report is procured or caused to be made ***in a document that consists solely of the disclosure***, that:

(i) An investigative consumer report may be obtained.

(ii) The permissible purpose of the report is identified.

(iii) The disclosure may include information on the consumer's character, general reputation, personal characteristics, and mode of living.

(iv) Identifies the ***name, address, and telephone number of the investigative consumer reporting agency*** conducting the investigation.

(v) Notifies the consumer in writing of the nature and scope of the investigation requested, including the provisions of Section 1786.22.

(vi) ***Notifies the consumer of the Internet Web site address of the investigative consumer reporting agency*** identified in clause (iv), or, ***if the agency has no Internet Web site address, the telephone number of the agency***, where the consumer may find information about the investigative reporting agency's privacy practices, including whether the consumer's personal information will be sent outside the United States or its territories and information that complies with subdivision (d) of Section 1786.20. This clause shall become operative on January 1, 2012.

(C) The consumer has authorized in writing the procurement of the report. (Emphasis added.)

61. As alleged above, because DEFENDANTS' disclosures do not meet the requirements of Section 101(c)(1) of 15 U.S.C. 7001, the disclosures do not satisfy Section 1786.16(a)(2) of the ICRAA requirement that the disclosures be made in writing.

62. As described above, PLAINTIFF alleges that in evaluating her and other class members for employment, DEFENDANTS procured or caused to be prepared investigative consumer report (e.g. background checks), as defined by Cal. Civ. Code § 1786.2(c).

63. Because the purported disclosures are embedded with extraneous information,

1 and are not clear and unambiguous disclosures in stand-alone documents, they do not meet the
2 requirements under the law.

3 64. Under the ICRAA, it is unlawful to procure or caused to be procured, a consumer
4 report or investigative consumer report for employment purposes unless the disclosure is made
5 in a document that consists solely of the disclosure and the consumer has authorized, in writing,
6 the procurement of the report. Cal. Civ. Code § 1786.16(a)(2)(B)-(C). The inclusion of the
7 Release and other extraneous information, therefore, violates § 1786.16(a)(2)(B) of the ICRAA.

8 65. By including the Release and other extraneous information, DEFENDANTS
9 willfully violated § 1786.16(a)(2)(B) of the ICRAA. Additionally, the inclusion of the
10 extraneous provisions causes the disclosure to fail to be “clear and conspicuous” and thus
11 violates § 1786.16(a)(2)(B).

12 66. Based upon facts that are likely to have evidentiary support after a reasonable
13 opportunity for investigation and discovery, PLAINTIFF alleges that DEFENDANTS have a
14 policy and practice of failing to provide adequate written disclosures to applicants and
15 employees, before procuring background checks or causing background checks to be procured,
16 as described above. Pursuant to that policy and practice, DEFENDANTS procured background
17 checks or caused background checks to be procured for PLAINTIFF and class members without
18 first providing a written disclosure in compliance with § 1786.16(a)(2)(B) of the ICRAA, as
19 described above.

20 67. DEFENDANTS’ conduct in violation of § 1786.16(a)(2)(B) of the ICRAA was
21 and is willful and/or grossly negligent. DEFENDANTS acted in deliberate or reckless disregard
22 of their obligations and the rights of applicants and employees, including PLAINTIFF and class
23 members. DEFENDANTS’ willful conduct is reflected by, among other things, the following
24 facts:

25 (d) DEFENDANTS are large corporations with access to legal advice;

26 (e) DEFENDANTS required a purported authorization to perform credit and
27 background checks in the process of employing the class members which, although defective,
28 evidences DEFENDANTS’ awareness of and willful failure to follow the governing laws

1 concerning such authorizations; and

2 (f) The plain language of the statute unambiguously indicates that inclusion
3 of extraneous information in a disclosure form violates the disclosure and authorization
4 requirements, and that the disclosure form must contain the name, address, phone number,
5 and/or website address of the investigative consumer reporting agency conducting the
6 investigation.

7 68. As a result of DEFENDANTS' illegal procurement of background reports by
8 way of their inadequate disclosures, as set forth above, PLAINTIFF and class members have
9 been injured including, but not limited to, having their privacy and statutory rights invaded in
10 violation of the ICRAA.

11 69. PLAINTIFF, on behalf of himself and all class members, seeks all available
12 remedies pursuant to Cal. Civ. Code § 1786.50, including statutory damages and/or actual
13 damages, punitive damages, and attorneys' fees and costs.

14 70. In the alternative to PLAINTIFF'S allegation that these violations were
15 willful or grossly negligent, PLAINTIFF alleges that the violations were negligent and seeks the
16 appropriate remedy, if any, under Cal. Civ. Code § 1786.50(a), including actual damages and
17 attorneys' fees and costs.

18 **FOURTH CAUSE OF ACTION**

19 **FAILURE TO MAKE PROPER DISCLOSURE IN VIOLATION OF CCRAA**

20 **(Cal. Civ. Code § 1785 *et seq.*)**

21 **(By Plaintiff and the CCRAA Class Against All Defendants)**

22 71. PLAINTIFF incorporates all paragraphs of this Complaint as if fully alleged
23 herein.

24 72. DEFENDANTS are "persons" as defined by Section 1785.3(j) of the Consumer
25 Credit Reporting Agencies Act ("CCRAA").

26 73. PLAINTIFF and **CCRAA Class** members are "consumers" within the meaning
27 Section 1785.3(b) of the CCRAA, because they are "natural individuals."

28 74. Section 1785.3(c) of the ICRAA defines "consumer credit report" as:

any written, oral, or other communication of any information by a consumer credit reporting agency bearing on a consumer's credit worthiness, credit standing, or credit capacity, which is used or is expected to be used, or collected in whole or in part, for the purpose of serving as a factor in establishing the consumer's eligibility for: ... (2) employment purposes...

Thus a credit report qualifies as a consumer credit report under the CCRAA.

75. Section 1785.20.5(a) of the CCRAA provides, in relevant part:

Prior to requesting a consumer credit report for employment purposes, the user of the report shall provide written notice to the person involved. The notice shall inform the person that a report will be used, and ***shall identify the specific basis under subdivision (a) of Section 1024.5 of the Labor Code for use of the report. The notice shall also inform the person of the source of the report...***

(Emphasis added.)

76. As described above, PLAINTIFF alleges that in evaluating her and other class members for employment, DEFENDANTS procured or caused to be prepared consumer credit reports (e.g. credit reports), as defined by Cal. Civ. Code § 1785.3(c).

77. The disclosure provided by DEFENDANTS does not identify the specific basis under subdivision (a) of Section 1024.5 of the Labor Code for use of the credit report. This omission clearly violates § 1785.20.5(a) of the CCRAA, as delineated above.

78. Based upon facts that are likely to have evidentiary support after a reasonable opportunity for investigation and discovery, PLAINTIFF alleges that DEFENDANTS have a policy and practice of failing to provide adequate written disclosures to applicants and employees, before procuring credit reports or causing credit reports to be procured, as described above. Pursuant to that policy and practice, DEFENDANTS procured credit reports or caused credit reports to be procured for PLAINTIFF and class members without first providing a written notice in compliance with § 1785.20.5(a) of the CCRAA, as described above.

79. DEFENDANTS' conduct in violation of § 1785.20.5(a) of the CCRAA was and is willful and/or grossly negligent. DEFENDANTS acted in deliberate or reckless disregard of their obligations and the rights of applicants and employees, including PLAINTIFF and class members. DEFENDANTS' willful conduct is reflected by, among other things, the following facts:

(g) DEFENDANTS are large corporations with access to legal advice;

1 (h) DEFENDANTS required a purported authorization to perform credit
 2 checks in the process of employing the class members which, although defective, evidences
 3 DEFENDANTS' awareness of and willful failure to follow the governing laws concerning such
 4 authorizations; and

5 (i) The plain language of the statute unambiguously indicates that failure to
 6 include the provisions identified above violates the CCRAA's notice requirements, and that the
 7 notice must identify the specific basis under subdivision (a) of Section 1024.5 of the Labor
 8 Code for use of the credit report and must identify the source of any credit report.

9 80. As a result of DEFENDANTS' illegal procurement of credit reports by way of
 10 their inadequate notice, as set forth above, PLAINTIFF and class members have been injured
 11 including, but not limited to, having their privacy and statutory rights invaded in violation of the
 12 CCRAA.

13 81. PLAINTIFF, on behalf of himself and all class members, seeks all available
 14 remedies pursuant to Cal. Civ. Code § 1785.31, including statutory damages and/or actual
 15 damages, punitive damages, injunctive relief, and attorneys' fees and costs.

16 82. In the alternative to PLAINTIFF'S allegation that these violations were
 17 willful, PLAINTIFF alleges that the violations were negligent and seeks the appropriate
 18 remedy, if any, under Cal. Civ. Code § 1785.31(a)(1), including but not limited to actual
 19 damages and attorneys' fees and costs.

20 **FIFTH CAUSE OF ACTION**

21 **UNFAIR COMPETITION**

22 **(Bus. & Prof. Code §§ 17200, *et seq.*)**

23 **(By Plaintiff and FCRA, ICRAA and CCRAA Class)**

24 83. PLAINTIFF incorporates the preceding paragraphs of the Complaint as if
 25 fully alleged herein.

26 84. Business and Professions Code section 17200 defines "unfair competition" to
 27 include any unlawful business practice.

28 85. Business and Professions Code sections 17203–17204 allow a person who has

1 lost money or property as a result of unfair competition to bring a class action in accordance
2 with Code of Civil Procedure section 382 to recover money or property that may have been
3 acquired from similarly situated persons by means of unfair competition.

4 86. Federal and California laws require certain disclosures and proper authorization
5 before conducting background checks and obtaining information from credit and background
6 reports in connection with a hiring process.

7 87. PLAINTIFF and the FCRA, ICRAA and CCRAA Class re-alleges and
8 incorporates by reference the FIRST, SECOND, THIRD and FOURTH causes of action herein.

9 88. PLAINTIFF lost money or property as a result of the aforementioned unfair
10 competition.

11 89. DEFENDANTS have, or may have, acquired money by means of unfair
12 competition.

13 90. DEFENDANTS have violated Federal and California laws through their policies
14 and practices of, *inter alia*, routinely acquiring consumer, investigative consumer and/or
15 consumer credit reports (referred to collectively as “credit and background reports”) to conduct
16 background checks on PLAINTIFF and other prospective, current and former employees and
17 use information from credit and background reports in connection with their hiring process
18 without providing proper disclosures and obtaining proper authorization in compliance with the
19 law.

20 91. The unlawful conduct of DEFENDANTS alleged herein amounts to and
21 constitutes unfair competition within the meaning of Business and Professions Code sections
22 17200, *et seq.* Business and Professions Code section 17200, *et seq.*, protects against unfair
23 competition and allows a person who has suffered an injury-in-fact and has lost money or
24 property as a result of an unfair, unlawful, or fraudulent business practice to seek restitution on
25 his own behalf and on behalf of other similarly situated persons in a class action proceeding.

26 92. PLAINTIFF is informed and believes that other similarly situated persons
27 have been subject to the same unlawful policies or practices of DEFENDANTS.

28 93. Due to its unfair and unlawful business practices in violation of Federal and

California laws as alleged herein, DEFENDANTS have gained a competitive advantage over other comparable companies doing business in the State of California that comply with their legal obligations.

94. Pursuant to Business and Professions Code section 17203, PLAINTIFF, on behalf of himself and the other members of the FCRA, ICRAA and CCRAA Class, seeks declaratory relief and restitution of all monies rightfully belonging to them that did not pay them or otherwise retained by means of its unlawful and unfair business practices.

95. Pursuant to Code of Civil Procedure § 1021.5, the substantial benefit doctrine and/or the common fund doctrine, PLAINTIFF and the other members of the FCRA, ICRAA and CCRAA Class are entitled to recover reasonable attorneys' fees in connection with their unfair competition claims.

///

PRAYER FOR RELIEF

WHEREFORE, PLAINTIFF, on behalf of himself and all others similarly situated, prays for relief and judgment against DEFENDANTS as follows:

- A. An order that the action be certified as a class action;
- B. An order that PLAINTIFF be appointed class representative;
- C. An order that counsel for PLAINTIFF be appointed class counsel;
- D. Statutory penalties;
- E. Civil penalties;
- F. Punitive damages;
- G. Injunctive relief;
- H. Costs of suit;
- I. Interest;
- J. Restitution;
- K. Reasonable attorneys' fees; and
- L. Such other relief as the Court deems just and proper.

DEMAND FOR JURY TRIAL

1 PLAINTIFF, on behalf of himself and all others similarly situated, hereby demands a
2 jury trial on all issues so triable.
3

4 Dated: July 19, 2017

SETAREH LAW GROUP

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6  Y/S

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8 SHAUN SETAREH
9 Attorney for Plaintiff,
10 JULIEN POINSIGNON
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EXHIBIT A

DISCLOSURE REGARDING BACKGROUND INVESTIGATION

The Company or Employer indicated below may obtain information about you for employment purposes (including contract or volunteer services) from the following consumer reporting agency: Employment Background Investigations, Inc. (EBI), P.O. Box 629, Owings Mills, MD 21117, 1-800-324-7700. Thus, you may be the subject of a "consumer report" (investigative consumer reports in California) which may include, but not limited to, public record information, employment, education and license verification, etc. In addition, investigative consumer reports, as defined by the federal Fair Credit Reporting Act, may be obtained which are gathered from personal interviews with employers, and other current or past associates, which may include information about your character, general reputation, personal characteristics, and/or mode of living. These reports may be obtained at any time after receipt of your authorization and, if you are hired, throughout your employment.

ACKNOWLEDGMENT AND AUTHORIZATION

I acknowledge receipt of the DISCLOSURE REGARDING BACKGROUND INVESTIGATION and A SUMMARY OF YOUR RIGHTS UNDER THE FAIR CREDIT REPORTING ACT. I hereby authorize the obtaining and furnishing of "consumer reports" and/or "investigative consumer reports" at any time after receipt of this authorization and, if I am hired, throughout my employment. I also authorize Employer to share any consumer reports with companies to which Employer may assign me to work. To this end, I hereby authorize, without reservation, any law enforcement agency, administrator, local, state or federal agency, institution, school or university (public or private), information service bureau, employer, or insurance company to furnish any and all background information (including, but not limited to, driving and/or motor vehicle records, transcripts, grades and attendance records, employment history, salary information and references, workers compensation documents, records or reports in Pennsylvania, from the Industrial Commission of Arizona and in all other states, drug and alcohol testing results) requested by EBI acting on behalf of Employer, and/or Employer itself. If and when applicable, I also hereby authorize any past employers regulated by the U.S. Department of Transportation (49 CFR Part 40 and/or 49 CFR Part 391), to provide (a) work history information, and (b) drug and alcohol testing records from the previous three years, to EBI acting on behalf of Employer, and/or Employer itself. I agree that a facsimile ("fax") or photographic copy of this Authorization shall be as valid as the original.

You have the right, upon written request made within a reasonable time after receipt of this notice, to request disclosure of the nature and scope of any investigative consumer report or consumer report. For complete details pertaining to EBI's privacy practices, including whether your personal information will be sent outside of the U.S. or its territories, EBI's Privacy Policy can be viewed at: <http://www.ebiinc.com/privacy-policy.html>.

California, Minnesota and Oklahoma applicants or employees only: Please check the box if you would like to receive a copy of a consumer report if one is obtained by the Company. ☐

New York applicants or employees only: By signing below, you also acknowledge receipt of Article 23-A of the New York Corrections Law.

Company/Employer: IMPERVA, INC.

Applicant Name: JULIEN LUCIEN POINSIGNON

Applicant Signature:  Date: 10/28/2015

EXHIBIT B



Employment Background Investigations



800.324.7700 | [Contact](#) | [Client Login](#) |

WHY EBI

Screening Process Optimization

Smart Screening Technology

Industry-Leading Customer Care

Data Security & Compliance

Systems Integration

Account Management

SERVICES

Background Screening

Social Security Number Trace

Credit Report Checks

Criminal Background Checks

Employment Verifications

Education Verifications

License Verifications

Reference Checks

Post-Hire Employee Monitoring

Driving Records

Healthcare Sanctions

Drug Testing

Occupational Health Screening

EBI-9

SOLUTIONS

Global

Enterprise

Small Business

Extended Workforce

Industry Specific Solutions

Healthcare

Transportation

Retail

Education

Hospitality

Staffing

Volunteers & Non-Profits

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Background Screening 101

COMPANY

Executive Team

Giving Back

Careers

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Submit an RFP

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Request Demo

EBI's Information Privacy Policy

PLEASE READ THIS IMPORTANT STATEMENT

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YOU ARE SOLELY RESPONSIBLE FOR MAINTAINING THE CONFIDENTIALITY OF ANY PASSWORDS. You are responsible for all use of EBI Services and for the security of your login identification, your password and any security lock code that you use to protect access to your data, EBI personal profile, your file name(s) and files, network and user access.

Under no circumstances shall EBI be liable for any damages suffered by any User, including any incidental, special, exemplary or consequential damages (including, without limitation, any lost

profits or damages for business interpretation, loss of information programs or other data) that result from access to, use of, or inability to use this site or due to any breach of security associated with the transmission of information through the internet, even if EBI was advised of the possibility of such damages. You agree to defend, indemnify, and hold EBI, its officers, directors, employees, agents, affiliates, licensors, and suppliers, harmless from and against any claims, actions or demands, liabilities and settlements including without limitation, reasonable legal and accounting fees, resulting from, or alleged to result from, your violation of these Terms of Use.

Unfortunately, no data transmission over the Internet or any wireless network can be guaranteed to be 100% secure. As a result, while we strive to protect your professional information, EBI can not ensure or warrant the security of any information you transmit to us or from our site, and you do so at your own risk. Once we receive your transmission, we make reasonable efforts to ensure its security on our systems.

These Terms are governed by the laws of the State of Maryland, and any dispute arising from these Terms shall be resolved exclusively in the State and Federal Courts of the State of Maryland.

These terms of use were last updated: September 18, 2016.

"COOKIES" disclosure

EBI may obtain "cookies" from website visitors, which is a collection of anonymous information about website usage that will never contain personally identifiable information (PII). Cookies are a small file that will be sent to your computer that can contain information about your online visit and computer. The information we receive will be used for internal quality purposes, and will not be shared with a third party at any time. If you would like to turn off cookies, or receive a notification when cookies are going to be sent, please change your browser settings, however this may cause some pages on and features of our website to function improperly.

Our Privacy Policy

Employment Background Investigations, Inc. (EBI) is committed to maintaining the confidentiality of your personal information in the global marketplace. EBI has established a data privacy policy which complies with the seven Privacy Shield principles administered by the United States Department of Commerce.

Notice

EBI is a consumer reporting agency that collects personal data solely for the purposes of providing our clients with essential information required to make Fair Credit Reporting Act (FCRA) compliant screening decisions, and is subject to the investigatory and enforcement powers of the Federal Trade Commission (FTC), Consumer Financial Protection Bureau (CFPB) and the Department of Transportation (DOT). Information provided by an individual may include name, date of birth, Social Security Number, Motor Vehicle Operator's License Number, Professional License information, employment history, education and other subject information.

All data is collected, stored and delivered in compliance with applicable laws, including the Fair Credit Reporting Act (FCRA), European Union Data Protection Directive, Swiss Federal Act on Data Protection, and other local, state and federal laws, as well as all Privacy Shield Principles. EBI does not process personal information in a manner incompatible with the purposes for which it has been collected, however it may be required to disclose personal information in response to lawful requests by public authorities, including meeting national security or enforcement requirements. All individuals that are the subject of a consumer report procured by EBI have the right to access their personal data.

Choice

Consumers may elect not to submit personal information to EBI if they do not want their personal data disclosed to our client, a third party, or to be used for a purpose that is materially different from the purpose for which it was originally collected or authorized. Consent forms either from EBI or the consumer's employer or potential employer indicate the consumer agrees to provide personally-identifying information (PII), and consent to EBI's use of that information. With regard to sensitive information, EU or Swiss residents are given an affirmative choice whether to disclose the information to a third party or if the information will be used in a manner inconsistent with the purposes for which it has been collected or subsequently authorized by the consumer through the exercise of opt-in choice. EBI will treat as sensitive any personal information received from a third party where the party has identified it and treated it as sensitive. In addition, under the US-Swiss Privacy Shield framework sensitive data also includes ideological views or activities, information on Social Security measures or administrative or criminal proceedings and sanctions, which are treated outside pending proceedings.

Accountability for Onward Transfer

When transferring personal data to a third party acting as an agent, EBI will only (i) transfer data for limited and specified purposes consistent with the consent provided by the consumer, (ii) ascertain that the agent is obligated to provide at least the same level of privacy protection required by the Privacy Shield Principles, (iii) take reasonable and appropriate steps to ensure that the agent

effectively processes the personal information transferred in a manner consistent with EBI's obligations under the Privacy Shield Principles, (iv) require the agent to notify EBI if it makes a determination that it can no longer meet its obligation to provide the level of protection required and will take reasonable and appropriate steps to stop and remediate unauthorized processing at that time, and (v) will provide a summary or a representative copy of the relevant privacy provisions of its contract with that agent to the Department upon request.

Security

EBI takes reasonable and appropriate precautions to protect personal information from loss, misuse and unauthorized access, disclosure, alteration and destruction. EBI takes into due account the risks involved in the processing and the nature of the personal data.

Data Integrity and Purpose Limitation

Personal information obtained by EBI is relevant for the purposes of providing our clients with information required to make employment screening decisions. EBI takes reasonable steps to ensure that data is reliable for its intended use, accurate, complete, and current. The data obtained will be retained only for as long as it serves its relevant purpose for processing of the background screening report and correlated compliance and legal considerations. If any consumer believes any information in EBI's possession is inaccurate, they should contact EBI directly to discuss correcting, amending or deleting the incorrect information.

Access

United States residents have the right to any consumer report produced or maintained by EBI once every twelve months. Information will be mailed via the United States Postal Service within seven days of the consumer's request. European Union or Switzerland residents may also contact EBI to request a copy of their consumer report. A fee no greater than \$8 USD may be charged to cover delivery expenses, information will be forwarded within 30 days via standard delivery methods. Consumers may contact EBI to dispute any information that they believe is inaccurate or incomplete, and EBI will conduct a reinvestigation which may result in the information being corrected, amended or deleted when found to be inaccurate or processed in violation of the Privacy Shield Principles. There is an exception to the aforementioned reinvestigation when the burden or expense of providing access would be disproportionate to the consumer's privacy in the case in question, or where the rights of persons other than the consumer would be violated.

Recourse, Enforcement, and Liability

EBI periodically verifies that this privacy policy is accurate, comprehensive, prominently displayed, completely implemented and accessible, as well as in compliance and conformity with all US-EU and US-Swiss Privacy Shield principles. EBI has responsibility for the processing of personal information it receives under the Privacy Shield and subsequently transfers to a third party acting on

our behalf. EBI shall remain liable under the Privacy Shield Principles if our agent processes this information in a manner inconsistent with the Principles, unless we can prove that we are not responsible for the event giving rise to the damage.

EU or Swiss consumers who feel that their privacy rights may have been violated should first contact EBI. In the event that EBI is not able to resolve the matter, EBI has committed to refer any unresolved privacy complaints under the US-EU and US-Swiss Privacy Shield principles to an independent recourse mechanism by which consumer complaints and disputes can be investigated and resolved at no cost to the individual. The independent recourse mechanism chosen will include verification that EBI's assertions regarding privacy practices are accurate, and remedying failure to comply with the principles.

EBI has designated the EU Data Protection Authorities (DPAs) and the Swiss Federal Data Protection and Information Commissioner (SFDPIC) as its independent recourse mechanism for dispute resolution. EBI will cooperate with the DPAs and the SFDPIC in the investigation and resolution of complaints brought under the US-EU or US-Swiss Privacy Shield. EBI will comply with any direction given by the DPAs and the SFDPIC, including any specific actions to ensure compliance with the principles. It is possible, under certain conditions, for the individual to invoke binding arbitration.

EBI and our independent recourse mechanism will respond promptly to inquiries and requests by the Department for information relating to the Privacy Shield, and to complaints regarding compliance with the Principles referred by EU Member State authorities. If EBI was subject to a Federal Trade Commission (FTC) or court order due to non-compliance, we will make public any relevant Privacy Shield related issues

The contact information for the EU Data Protection Authorities is available at: http://ec.europa.eu/justice/data-protection/bodies/authorities/third-countries/index_en.htm The contact information for the Swiss Federal Data Protection and Information Commissioner (SFDPIC) is available at: <http://www.edoeb.admin.ch/>

This Privacy Policy may be modified or amended at any time without prior notice. Please review this Privacy Policy prior to contacting EBI with requests or questions.

More information about the Privacy Shield Framework can be found at: <https://www.privacyshield.gov>

Contact Information

Attn: Compliance
Employment Background Investigations, Inc.
P.O. Box 629
Owings Mills, MD 21117
Telephone: (800) 324-7700

Facsimile: (410) 486-0731

compliance@ebiinc.com

BSCMP081 - v02 - 2017-05-08

Why EBI

Screening Process Optimization
Smart Screening Technology
Industry-Leading Customer Care
Data Security & Compliance
Systems Integration
Account Management

Services

Background Screening
Drug Testing
Occupational Health Screening
EBI-9

Solutions

Global
Enterprise
Small Business
Extended Workforce

Screening News Network

Resources

Blog
Videos
Whitepapers
Webinars
FAQs
Glossary
Background Screening 101

About Us

Executive Team
Giving Back
Careers
Partners
Press
Submit an RFP

Request A Demo



20 New Plant Court | Owings Mills | MD 21117 | Support: 800-324-7700 |

Sales: 877.963.5508 |



[Fact Act Notice](#) | [NAPBS Background Accreditation](#) | [ISO27001 & 9001 Certifications](#) | [Consumer Resources](#)

[Privacy Policy](#) | [Sitemap](#) | [PSC Locator](#) | [Login](#)

© 2017 Employment Background Investigations, Inc. (EBI)

SUM-100

SUMMONS (CITACION JUDICIAL)

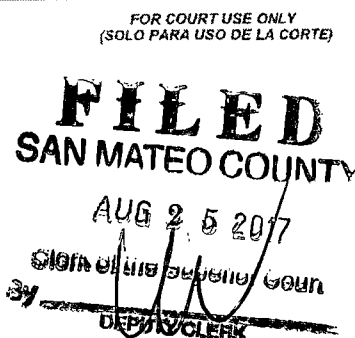
NOTICE TO DEFENDANT: (AVISO AL DEMANDADO):

IMPERVA, INC., a Delaware corporation; (Additional Parties Attachment form is attached.)

YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

JULIEN POINSIGNON, on behalf of himself, all others similarly situated,



NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:
(El nombre y dirección de la corte es): Southern Branch
400 County Center
Redwood City, California 94063

CASE NUMBER
(Número del Caso): 17CIV03879

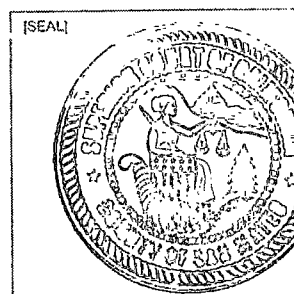
The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
Shaun Setareh, Esq., 9454 Wilshire Boulevard, Suite 907, Beverly Hills, California 90212, (310) 888-7771.

DATE:
(Fecha) AUG 25 2017

RODINA M. CATALANO Clerk, by
(Secretario)

, Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010))



NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
- under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

17-CIV-03879
SUM
Summons Issued / Filed
677994



Page 1 of 1

SUM-200(A)

SHORT TITLE: Poinsignon v. Imperva, Inc., et al.	CASE NUMBER:
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INSTRUCTIONS FOR USE

- ➔ This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- ➔ If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff ☒ Defendant ☐ Cross-Complainant ☐ Cross-Defendant

INSPIRITY PEO SERVICES, L.P., a Delaware limited liability partnership; and DOES 1 through 100, inclusive,

Page 1 of 1

Page 1 of 1

POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Shaun Setareh, 204514 Law Office of Shaun Setareh 9454 Wilshire Boulevard, 907 Beverly Hills, CA 90212 TELEPHONE NO.: (310) 888-7771 ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY FILED SAN MATEO COUNTY SEP - 1 2017 Clerk of the Superior Court By <u>DEPUTY CLERK</u>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Superior Court of California, San Mateo County 400 County Center Redwood City, CA 94063-1655	
PLAINTIFF/PETITIONER: Julien Poinsignon, et al. DEFENDANT/RESPONDENT: Imperva Inc, et al.	CASE NUMBER: 17CIV03879
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: Imperva 3879

1. At the time of service I was a citizen of the United States, at least 18 years of age and not a party to this action. **BY FAX**
 2. I served copies of: Summons, Civil Case Cover Sheet, Complaint, Notice of CMC, Case Management Statement, Civil Trial Court Management Rules, ADR Information Sheet, ADR Stipulation and Evaluation Instructions

3. a. Party served: Insperity Peo Services, L.P., a Delaware Limited Partnership

b. Person Served: Becky DeGeorge-CSC - Person Authorized to Accept Service of Process

4. Address where the party was served: 2710 N Gateway Oaks Dr, Ste 150
 Sacramento, CA 95833

5. I served the party

a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 08/31/2017 (2) at (time): 2:15PM

6. The "Notice to the Person Served" (on the summons) was completed as follows:

d. on behalf of:

Insperity Peo Services, L.P., a Delaware Limited Partnership
 under: CCP 416.40 (association or partnership)

7. Person who served papers

a. Name: Christine E. Martin
 b. Address: One Legal - 194-Marin
 504 Redwood Blvd #223
 Novato, CA 94947

c. Telephone 415-491-0606

d. The fee for service was: \$ 39.95

e. I am:

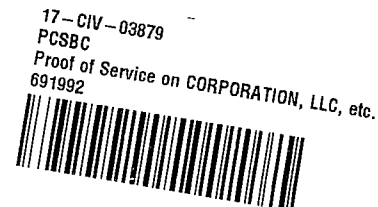
- (3) registered California process server.
 (i) Employee or independent contractor.
 (ii) Registration No.: 2014-11
 (iii) County: Sacramento

8. I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.
 Date: 08/31/2017

Christine E. Martin

(NAME OF PERSON WHO SERVED PAPERS)


 (SIGNATURE)



10/6/17
 PJL

POS-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Shaun Setareh, 204514 Law Office of Shaun Setareh 9454 Wilshire Blvd., Suite 907 Beverly Hills, CA 90212 TELEPHONE NO.: (310) 888-7771 ATTORNEY FOR (Name): Plaintiff	FOR COURT USE ONLY FILED SAN MATEO COUNTY SEP 15 2017 Clerk of the Superior Court By <u> </u> DEPUTY CLERK
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Superior Court of California, San Mateo County 400 County Center Redwood City, CA 94063-1655	
PLAINTIFF/PETITIONER: Julien Poinsgnon DEFENDANT/RESPONDENT: IMPERVA, Inc., et. al.	CASE NUMBER: 17civ03879
PROOF OF SERVICE OF SUMMONS	Ref. No. or File No.: IMPERVA 3879

1. At the time of service I was a citizen of the United States, at least 18 years of age and not a party to this action. **BY FAX**
 2. I served copies of: Summons, Complaint, Civil Case Cover Sheet, Notice of Hearing of Case Management

3. a. Party served: IMPERVA, Inc., a Delaware corporation

b. Person Served: Saphire McFarlane, Incorporating Services, LTD - Person Authorized to Accept Service of Process

4. Address where the party was served: 7801 Folsom Blvd , STE 202
 Sacramento, CA 95826

5. I served the party

a. by personal service. I personally delivered the documents listed in item 2 to the party or person authorized to receive service of process for the party (1) on (date): 09/01/2017 (2) at (time): 12:10PM

6. The "Notice to the Person Served" (on the summons) was completed as follows:

d. on behalf of:

IMPERVA, Inc., a Delaware corporation
 under: CCP 416.10 (corporation)

7. Person who served papers

a. Name: Brandon Lee Ortiz
 b. Address: One Legal - 194-Marin
 504 Redwood Blvd #223
 Novato, CA 94947

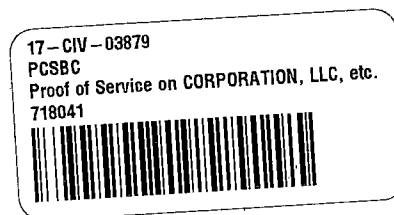
c. Telephone 415-491-0606

d. The fee for service was: \$ 69.95

e. I am:

- (3) registered California process server.
 (i) Employee or independent contractor.
 (ii) Registration No.: 2012-37
 (iii) County: Sacramento

8. I declare under penalty of perjury under the laws of the United States of America and the State of California that the foregoing is true and correct.
 Date: 09/14/2017



Brandon Lee Ortiz

(NAME OF PERSON WHO SERVED PAPERS)

(SIGNATURE)

1 Shaun Setareh (SBN 204514)
2 shaun@setarehlaw.com
3 H. Scott Leviant (SBN 200834)
4 scott@setarehlaw.com
5 **SETAREH LAW GROUP**
6 9454 Wilshire Boulevard, Suite 907
7 Beverly Hills, California 90212
8 Telephone (310) 888-7771
9 Facsimile (310) 888-0109

10 Attorneys for Plaintiff,
11 JULIEN POINSIGNON

FILED
SAN MATEO COUNTY
AUG 25 2017
Clerk of the Superior Court
By [Signature]
DEPUTY CLERK

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN MATEO, SOUTHERN BRANCH**
14 **UNLIMITED JURISDICTION**

15 JULIEN POINSIGNON, on behalf of himself,
16 all others similarly situated,

17 *Plaintiff,*

18 vs.

19 IMPERVA, INC., a Delaware corporation;
20 INSPIRITY PEO SERVICES, L.P., a
21 Delaware limited liability partnership; and
22 DOES 1 through 100, inclusive,

23 *Defendants.*

Case No: **17CIV03879**

**CERTIFICATE OF COMPLEX
DESIGNATION**

24 17-CIV-03879
25 CRCCD
26 Certificate Re: Complex Case Designation
27 677998



CERTIFICATE RE: COMPLEX CASE DESIGNATION

***[This Certificate Must Be Completed And Filed With Your Civil Case Cover Sheet
If You Have Checked A Complex Case Designation Or Counter-Designation]***

1. In the attached Civil Case Cover Sheet, this case is being designated or counter-designated as a complex case [or as not a complex case] because at least one or more of the following boxes has been checked:

☒ Box 1 – case type that is best described as being [or not being] provisionally complex civil litigation (i.e., antitrust or trade regulation claims, construction defect claims involving many parties or structures, securities claims or investment losses involving many parties, environmental or toxic tort claims involving many parties, claims involving mass torts, or insurance coverage claims arising out of any of the foregoing claims).

☒ Box 2 – complex [or not complex] due to factors requiring exceptional judicial management.

☒ Box 5 – Is [or is not] a class action suit.

2. This case is being so designated based upon the following supporting information [including, without limitation, a brief description of the following factors as they pertain to this particular case: (1) management of a large number of separately represented parties; (2) complexity of anticipated factual and/or legal issues; (3) numerous pretrial motions that will be time-consuming to resolve; (4) management of a large number of witnesses or a substantial amount of documentary evidence; (5) coordination with related actions pending in one or more courts in other counties, states or countries or in a federal court; (6) whether or not certification of a putative class action will in fact be pursued; and (7) substantial post-judgment judicial supervision]:

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[Attach additional pages, if necessary.]

3. Based on the above-stated supporting information, there is a reasonable basis for the complex case designation or counter-designation [or noncomplex case counter-designation] being made in the attached Civil Case Cover Sheet.

I, the undersigned counsel or self-represented party, hereby certify that the above is true and correct and that I make this certification subject to the applicable provisions of California Code of Civil Procedure, Section 128.7 and/or California Rules of Professional Conduct, Rule 5-200 (B) and San Mateo County Superior Court Local Rules, Local Rule 2.30.

Dated: 8/9/17.

Shawn Setareh, Esq.

[Type or Print Name]

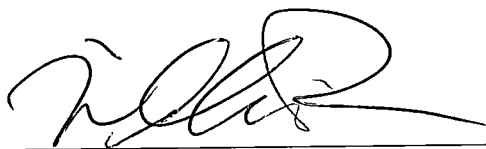
 FOR

[Signature of Party or Attorney For Party]

1
2 DATED: August 23, 2017

SETAREH LAW GROUP

3
4
5 BY


SHAUN SETAREH
Attorneys for Plaintiff,
JULIEN POINSIGNON

NOTICE OF CASE MANAGEMENT CONFERENCE

Panagiotou, et al

Case No: 17CIV03879

vs.

JAN 10 2018

Date: _____

Time 9:00 a.m.

Dept. _____

--on Tuesday & Thursday

Dept. 21

--on Wednesday & Friday

FILED
SAN MATEO COUNTY

AUG 25 2017

Clerk of the Superior Court

DEPUTY CLERK

You are hereby given notice of your Case Management Conference. The date, time and department have been written above.

1. In accordance with applicable California Rules of the Court and local Rules 2.3(d)1-4 and 2.3(m), you are hereby ordered to:

- Serve all named defendants and file proofs of service on those defendants with the court within 60-days of filing the complaint (CRC 201.7).
- Serve a copy of this notice, Case Management Statement and ADR Information Sheet on all named parties in this action.
- File and serve a completed Case Management Statement at least 15-days before the Case Management Conference [CRC 212(g)]. Failure to do so may result in monetary sanctions.
- Meet and confer, in person or by telephone, to consider each of the issues identified in CRC 212(f) no later than 30-days before the date set for the Case Management Conference.

2. If you fail to follow the orders above, you are ordered to show cause why you should not be sanctioned. The Order to Show Cause hearing will be at the same time as the Case Management Conference hearing. Sanctions may include monetary, evidentiary or issue sanctions as well as striking pleadings and/or dismissal.

3. Continuances of Case Management Conferences are highly disfavored unless good cause is shown.

4. Parties may proceed to an appropriate dispute resolution process ("ADR") by filing a Stipulation to ADR and Proposed Order (see attached form). If plaintiff files a Stipulation to ADR and Proposed Order electing to proceed to judicial arbitration, the Case Management Conference will be taken off the court calendar and the case will be referred to the Arbitration Administrator. If plaintiffs and defendants file a completed stipulation to another ADR process (e.g., mediation) 10-days prior to the first scheduled Case Management Conference, the Case Management Conference will be continued for 90-days to allow parties time to complete their ADR session. The court will notify parties of their new Case Management Conference date.

5. If you have filed a default or a judgment has been entered, your case is not automatically taken off Case Management Conference Calendar. If "Does", "Roes," etc. are named in your complaint, they must be dismissed in order to close the case. If any party is in bankruptcy, the case is stayed only as to that named party.

6. You are further ordered to appear in person* (or through your attorney of record) at the Case Management Conference noticed above. You must be thoroughly familiar with the case and fully authorized to proceed.

7. The Case Management judge will issue orders at the conclusion of the conference that may include:

- Referring parties to voluntary ADR and setting an ADR completion date;
- Dismissing or severing claims or parties;
- Setting a trial date.

8. The Case Management judge may be the trial judge in this case.

17-CIV-03879
NMC
Notice of Case Management Conference
677996



For further information regarding case management policies and procedures, see the court's website at: www.sanmateocourt.org

*Telephonic appearances at case management conferences are available by contacting CourtCall, LLC, an independent vendor, at least five business days prior to the scheduled conference (see attached CourtCall information).

**SUPERIOR COURT OF SAN MATEO COUNTY**

Civil Department
 400 County Center, Redwood City, CA 94063
 (650) 261-5100
 www.sanmateocourt.org

<p>JULIEN POINSIGNON Plaintiff (s)</p> <p>vs.</p> <p>IMPERVA, INC Defendant (s)</p>	<p>Notice of Complex Case Status Conference</p> <p>Case No.: 17-CIV-03879 Date: 10/24/2017 Time: 9:00 AM Dept. PJ</p>
<p>Title: JULIEN POINSIGNON VS. IMPERVA, INC, ET AL</p>	

You are hereby given notice of your Complex Case Status Conference. The date, time and department have been written above. At this conference, the Presiding Judge will decide whether this action is a complex case within the meaning of California Rules Court ("CRC"), Rule 3.400, subdivision (a) and whether it should be assigned to a single judge for all purposes.

- In accordance with applicable **San Mateo County Local Rule 2.30**, you are hereby ordered to:
 - Serve** copies of this notice, your Civil Case Cover Sheet, and your Certificate Re: Complex Case Designation on all named parties in this action no later than service of your first appearance pleadings.
 - Give reason notice** of the Complex Case Status Conference to all named parties in this action, even if they have not yet made a first appearance or been formally served with the documents listed in subdivision (a). Such notice shall be given in the same manner as required for an ex parte application pursuant to CRC 3.1203.
- If you fail to follow the orders above, you are ordered to show cause why you should not be sanctioned. The Order to Show Cause hearing will be at the same time as the Complex Cause Status Conference. Sanctions may include monetary, evidentiary or issue sanctions as well as striking pleadings and/or dismissal.**
- An action is provisionally a complex case if it involves one or more of the following types of claims: (1) antitrust or trade regulation claims; (2) construction defect claims involving many parties or structures; (3) securities claims or investment losses involving many parties; (4) environmental or toxic tort claims involving many parties; (5) claims involving massive torts; (6) claims involving class actions; or (7) insurance coverage claims arising out of any of the claims listed in subdivisions (1) through (6). The Court shall treat a provisionally complex action as a complex case until the Presiding Judge has the opportunities to decide whether the action meets the definition in CRC 3.400(a).
- Any party who files either a Civil Case Cover Sheet (pursuant to CRC 3.401) or counter or joinder Civil Case Cover Sheet (pursuant to CRC 3.402, subdivision (b) or (C)), designating an action as a complex case in Items 1,2 and/or 5, must also file an accompanying Certificate Re: Complex Case Designation in the form prescribed by the Court. The certificate must include supporting information showing a reasonable basis for the complex case designation being sought. Such supporting information may include, without limitation, a brief description of the following factors as they pertain to the particular action: (1) management of a large number of separately represented parties; (2) complexity of anticipated factual and/or legal issues; (3) numerous pretrial motions that will be time-consuming to resolve; (4) management of a large number of witnesses or a substantial amount of documentary evidence; (5) coordination with related actions pending in one or more courts in other counties, states or countries or in a federal court; (6) whether or not certification of a putative class action will in fact be pursued; and (7) substantial post-judgment judicial supervision.

17 - CIV - 03879

NCCSC

 Notice of Complex Case Status Conference
 677997


For further information regarding case management policies and procedures, see the court website at www.sanmateocourt.org

* Telephone appearances at Complex Case Status Conference are available by contacting CourtCall, LLC, and independent vendor, at least 5 business days prior to the scheduled conference.

CLERK'S CERTIFICATE OF MAILING

I hereby certify that I am the clerk of this court, not a party of this cause; that I served a copy of this notice on the below date, by placing a copy thereof in separate sealed envelopes addressed to the address shown by the records of this court as set forth above, and by then sealing said envelopes and depositing same, with postage fully pre-paid thereon, in the United States Mail at Red wood City, California.

Date: 8/25/2017

Rodina M. Catalano,
Court Executive Officer/Clerk

By: _____

Becky Krill,
Deputy Clerk

Copies mailed to:

NO KNOWN ADDRESS

CHAIM SHAUN SETAREH
C/O JULIEN POINSIGNON

9454 WILSHIRE BOULEVARD
SUITE 907
BEVERLY HILLS CA 90212